

**NAPA COUNTY AGREEMENT NO. 250202B
AMENDMENT NO. 1**

THIS AMENDMENT NO. 1 TO AGREEMENT NO. 250202B is effective as of the 1st day of March 2025, by and between NAPA COUNTY, a political subdivision of the State of California, hereinafter referred to as "COUNTY", and **WINSTON'S COMMUNITY UNITY PROJECT**, a California non-profit corporation whose mailing address is 1517 Third St., Napa CA 94559, hereinafter referred to as "CONTRACTOR." COUNTY and CONTRACTOR may be referred to below collectively as "Parties" and individually as "Party."

RECITALS

WHEREAS, on or about August 27, 2024, COUNTY and CONTRACTOR entered into Napa County Agreement No. 250202B, for CONTRACTOR to operate a café and work experience program for persons with a documented high level of unemployment on COUNTY'S Health and Human Services Agency's campus; and

WHEREAS, as of the effective date of this Amendment No. 1, the Parties wish to amend the Agreement to increase the contract maximum, rescind Specific Terms and Conditions 3.4 to allow for automatic renewals of this Agreement, and replace Exhibit B with Exhibit B-1 (Compensation).

TERMS

NOW, THEREFORE, for good and valuable consideration, the adequacy and receipt of which are hereby acknowledged, the Parties hereby amend the Agreement as follows:

1. The maximum amount of payment on Page 1 of the Agreement shall be **Ninety-Three Thousand Six Hundred Dollars (\$93,600.00)**, of which **Forty-Three Thousand Six Hundred One Dollars (\$43,601.00)** is increased by virtue of this Amendment No. 1; provided, however, that such amounts shall not be construed as guaranteed sums, and compensation shall be based upon services actually rendered and expenses actually incurred.
2. Section 3—Specific Terms and Conditions Section 3.4 is hereby rescinded and modified to read as follows: "Reserved."
3. Exhibit B is hereby replaced with "Exhibit B-1" attached hereto and incorporated by reference as set forth herein, and all references in the Agreement to Exhibit "B" shall refer to "Exhibit B-1" commencing as of the effective date of this Amendment No. 1.
4. Except as provided above, the terms and conditions of the Agreement shall remain full force and effect as originally approved and last amended.

IN WITNESS WHEREOF, the Parties hereto have executed this Amendment No. 1 to Napa County Agreement No. 250202B as of the date first written above.

WINSTON'S COMMUNITY UNITY PROJECT

By: 
CASSAN MACARAIG, Owner

By: 
ALEX MACARAIG, Co-Owner

“CONTRACTOR”

NAPA COUNTY, a political subdivision of
the State of California

By: _____
ANNE COTTRELL
Chair of the Board of Supervisors

“COUNTY”

<p>APPROVED AS TO FORM Office of County Counsel</p> <p>By: <i>Rachel L. Ross</i> (e- signature)</p> <p>Date: 4/10/2025</p>	<p>APPROVED BY THE NAPA COUNTY BOARD OF SUPERVISORS</p> <p>Date: _____ Processed By: _____ Deputy Clerk of the Board</p>	<p>ATTEST: NEHA HOSKINS Clerk of the Board of Supervisors</p> <p>By: _____</p>
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EXHIBIT B-1
COMPENSATION

March 1, 2025 through June 30, 2025
(and each subsequent automatic renewal)

CONTRACTOR shall submit a monthly claim for reimbursement to COUNTY based on the number of meals consumed at a reasonable market rate value.

The maximum amount of this Agreement shall not exceed \$93,600.00 per fiscal year, provided however, that this is not a guaranteed sum. The agreed upon reimbursement rate for client meals is \$12.00 per meal provided. CONTRACTOR shall be compensated for actual services rendered.

With the written approval of the Director of COUNTY's Health and Human Services Agency or designee, CONTRACTOR may modify the rates so long as the total contract maximum remains unchanged. No such changes in the meal rates shall add a new type of services to those services set forth in Exhibit A of the Agreement.